

1 **AGREEMENT**

2 **30228**

3 THIS AGREEMENT is made and entered this 17th day of September,
4 2007, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and
5 PATRICK H. WEST("Manager").

6 WHEREAS, it is the desire of the Council to employ Patrick H. West as
7 Manager, commencing on September 24, 2007; and

8 WHEREAS, the Council and the Manager desire to incorporate certain
9 conditions of employment, working conditions and benefits of the Manager into a written
10 agreement;

11 NOW, THEREFORE, in consideration of the mutual covenants herein
12 contained, the parties agree as follows:

13 1. Duties. City hereby agrees to employ Patrick H. West as City
14 Manager of the City of Long Beach, California to perform the functions and duties
15 specified in Section 302 of the City Charter of the City and such other legally permissible
16 and proper duties and functions as the Council shall from time to time assign. The
17 Manager shall assume the office of City Manager and begin performance of such duties
18 on September 24, 2007.

19 2. Term.

20 A. Council and Manager both acknowledge that Section 300 of
21 the City Charter of the City provides that the Manager may only be employed for
22 an indefinite term.

23 B. Nothing in this Agreement shall prevent, limit or otherwise
24 interfere with the right of the Council by a majority vote of all members to terminate
25 the services of the Manager at any time, without notice, subject only to the
26 provisions set forth in Subsections A, B, and C of Section 3 of this Agreement.

27 C. Nothing in this Agreement shall prevent, limit or otherwise
28 interfere with the right of the Manager to resign at any time from his position with

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 City, subject only to Subsection C of Section 3 of this Agreement.

2 3. Termination and Severance Pay.

3 A. If the Manager is involuntarily terminated by action of the
4 Council during the first twelve (12) months of Manager's employment hereunder
5 and if the Manager is willing and able to perform his duties under this Agreement,
6 then City shall pay to Manager a lump sum cash payment equal to twelve (12)
7 months' aggregate salary and the cash equivalent of the Manager's fringe benefits
8 for said twelve (12)-month period provided, however, that if the Manager is
9 terminated because of his conviction of a felony or any offense involving a
10 violation of his official duties, or for any unlawful act involving personal gain to him,
11 or because of his legal disqualification from office, then City shall have no
12 obligation to pay the aggregate severance sum designated in this paragraph.

13 If the Manager is involuntarily terminated by action of the Council at
14 any time after his first twelve (12) months of Manager's employment hereunder
15 and if the Manager is willing and able to perform his duties under this Agreement,
16 then City shall pay to Manager a lump sum cash payment equal to six (6) months'
17 aggregate salary and the cash equivalent of the Manager's fringe benefits for said
18 six (6)-month period provided, however, that if the Manager is terminated because
19 of his conviction of a felony or any offense involving a violation of his official duties,
20 or for any unlawful act involving personal gain to him, or because of his legal
21 disqualification from office, then City shall have no obligation to pay the aggregate
22 severance sum designated in this paragraph.

23 B. If the Council at any time, without the consent of the Manager,
24 reduces the salary or other financial benefits of the Manager in a greater
25 percentage than an applicable across-the-board reduction for all employees of
26 City, or if City refuses, following notice, to comply with any other provision
27 benefitting the Manager herein, then the Manager may, at his option and provided
28 that he gives notice to the Council within thirty (30) days after the effective date of

1 such reduction, be deemed to be "terminated" at the date of such reduction or
2 such refusal to comply within the meaning and context of the severance pay
3 provisions of this Agreement.

4 C. If the duties, responsibilities or authority of the office of City
5 Manager are reduced by an amendment of Section 302 of the City Charter,
6 Manager may, at his option and provided that he gives notice to the Council within
7 thirty (30) days after the effective date of such reduction, be deemed to be
8 "terminated" within the meaning and context of the severance pay provisions of
9 this Agreement.

10 D. If the Manager elects voluntarily to resign his position with
11 City, the Manager shall give to the Council a minimum of forty-five (45) days'
12 notice; and he shall not be entitled to severance pay.

13 4. Disability. If the Manager is permanently disabled or is otherwise
14 unable to perform his duties because of sickness, accident, injury, mental incapacity or
15 health for a period of four (4) consecutive weeks beyond any accrued sick leave, or for
16 twenty (20) working days over a thirty (30) working day period beyond any accrued sick
17 leave, Council shall have the option to terminate this Agreement, subject to the
18 severance pay provisions of subsection A of Section 3 of this Agreement by giving to the
19 Manager notice of such termination. However, the Manager shall be paid for any
20 accrued sick leave, vacation, holidays, compensatory time and other accrued but unpaid
21 or unused benefits.

22 5. Compensation. City shall pay to Manager for his services performed
23 hereunder a base salary of \$235,000.00 for a twelve (12)-month period. Subsequent
24 salary adjustments shall be determined from time to time by Council and established by
25 Resolution.

26 6. Performance and Salary Evaluation. The Council shall review and
27 evaluate the performance of the Manager at least semi-annually, and shall evaluate the
28 salary of the Manager at least annually. Said review and evaluation shall be in

1 accordance with specific criteria, goals and objectives developed jointly by the Council
2 and the Manager. Criteria, goals and objectives may be added or deleted as the Council
3 may from time to time determine, in consultation with the Manager. Such criteria, goals
4 and objectives shall be generally attainable within the applicable time limitations, annual
5 operating and capital budgets and appropriations. The Council shall provide an adequate
6 opportunity for the Manager to discuss his evaluation with the Council.

7 7. Fringe Benefits; Other Terms and Conditions of Employment. In
8 addition to the benefits specifically enumerated herein for the Manager, all of the
9 provisions of the City Charter, as well as City's Personnel Ordinance, Salary Resolution
10 and other rules and regulations of the City relating to vacation and sick leave, retirement
11 and pension system contributions, holidays, health and life insurance, physical
12 examinations, and other fringe benefits and working conditions as they now exist or
13 hereafter may be amended, shall also apply to the Manager as they would to the other
14 management employees of City.

15 8. Executive Leave. Manager shall be entitled to fifteen (15) days of
16 executive leave (as such term is defined in the City's Personnel Ordinance) each
17 calendar year. In the event that Manager foregoes the taking of such executive leave (or
18 portion thereof), Manager shall be paid a sum computed by multiplying Manager's hourly
19 rate of compensation by the number of executive leave hours which the Manager shall
20 forego.

21 9. Mileage Allowance. The City shall give to the Manager a monthly
22 mileage allowance in the same manner as provided for other department heads in the
23 City's Salary Resolution.

24 10. City shall pay for or provide any fidelity or other bonds required of the
25 Manager under any law, rules or regulation.

26 11. Notices. Notices hereunder shall be in writing and personally
27 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed

28 ////

1 as follows:

2 City: Offices of the Mayor and City Council
3 Fourteenth Floor
333 West Ocean Boulevard
4 Long Beach, California 90802

5 Manager: Patrick H. West
6 City Manager
7 Thirteenth Floor
333 West Ocean Boulevard
8 Long Beach, California 90802

9 Notice shall be deemed given as of the date of personal delivery or as of
10 the date of deposit in the mail.

11 12. General Provisions.

12 A. This Agreement constitutes the entire understanding between
13 the parties and supersedes all other agreements, oral or written, with respect to
14 the subject matter herein.

15 B. This Agreement shall not be amended except in a written
16 amendment which expressly refers to this Agreement, is signed by the parties and
17 authorized by a vote of the Council.

18 C. This Agreement shall be governed by and construed in
19 accordance with the laws of the State of California. Both parties shall comply with
20 all laws, ordinances, rules, regulations and the City Charter with respect to the
21 subject matter of this Agreement.

22 D. If there is any legal proceeding between the parties to enforce
23 or interpret this Agreement or to protect or establish any rights or remedies
24 hereunder, the prevailing party shall be entitled to its costs and expenses, including
25 reasonable attorney's fees and court costs (including appeals).

26 E. This Agreement shall be binding on and inure to the benefit of
27 the heirs and legal representatives of the Manager.

28 F. The provisions of this Agreement are severable and, if any
provision or any portion of this Agreement is held to be unconstitutional, invalid, or

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unenforceable by a court of law, the remainder of this Agreement shall be severed and shall be enforced s severed.

G. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

H. The failure or delay of the City or the Council to exercise any right or remedy hereunder shall not operate as a waiver of that or any other right or remedy. No waiver of any breach shall be effective unless in writing and signed by the party waiving the breach; the waiver of any breach shall not constitute a waiver of any other or subsequent breach. The payment of money by the City shall not operate as a waiver of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed, in duplicate, with all of the formalities required by law.


CITY OF LONG BEACH, a municipal corporation

Dated: 9/12, 2007

By 
City Manager

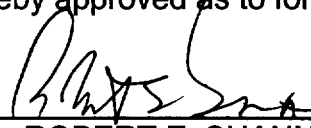
"City"

Dated: 9/12, 2007


Patrick H. West

"Manager"

The foregoing Agreement is hereby approved as to form on 9-12-07, 2007.


ROBERT E. SHANNON, City Attorney

HAM:fl
9-6-07
#07-04360